

TERMS AND CONDITIONS

1. The owner and operator of the online store available at <https://surf.inc/pl/> (hereinafter the "Online Store" or the "Store") is Surf Inc Sp. z o.o., with its registered office in Kraków, address: ul. Ks. Stanisława Truszkowskiego 32a, 31-352 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under KRS number: 0000728287, NIP: 9592006709, REGON: 38001723300000, share capital: PLN 14,300 (hereinafter the "Seller").
2. These Terms and Conditions are addressed to all users and set out the rules for registering and using an Individual Account, for the sale of products via the Online Store, and the terms and conditions for the provision of free electronic services.
3. The Customer may contact the Online Store by e-mail at: support@surf.inc or by telephone with the Customer Service Office from Monday to Friday between 8:00 and 16:00 at: +48 576095399. Messages received on Saturdays, Sundays and public holidays will be answered on the next business day during the helpline's working hours.
4. The controller of personal data is Surf Inc Sp. z o.o., with its registered office in Kraków, address: ul. Ks. Stanisława Truszkowskiego 32a, 31-352 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under KRS number: 0000728287, NIP: 9592006709, REGON: 38001723300000. Contact with the controller: support@surf.inc

§ 1 Definitions

Customer – an entity that is a user of the Store's website and to which, in accordance with the Terms and Conditions and applicable law, services may be provided via the Online Store.

Civil Code – the Polish Act of 23 April 1964, the Civil Code (Journal of Laws of 2022, item 1360, as amended).

Consumer – a natural person performing with an entrepreneur a legal act not directly related to their business or professional activity.

Individual Account – a panel assigned individually to the Customer following registration of data in the Online Store's system, identified by the e-mail address and password provided by the Customer in the Seller's ICT system, allowing the Customer to use additional functionalities of the Store's website.

Entrepreneur – a natural person, a legal person or an organisational unit without legal personality to which the law grants legal capacity, conducting business or professional activity in its own name and performing a legal act directly related to its business or professional activity.

Entrepreneur treated as a Consumer – a natural person concluding a Sales Agreement directly related to their business activity, where it follows from the content of the agreement that it is not of a professional nature for that person, arising in particular from the subject of their business activity made available on the basis of the provisions on the Central Register and Information on Business Activity.

Terms and Conditions – these terms and conditions.

Online Store or Store – the website available at: <https://surf.inc/pl/>.

Seller – Surf Inc Sp. z o.o., with its registered office in Kraków, address: ul. Ks. Stanisława Truszkowskiego 32a, 31-352 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under KRS number: 0000728287, NIP: 9592006709, REGON: 38001723300000.

Goods – a product presented by the Seller within the Online Store for the purpose of its sale.

Contact details – the following data by which the Customer may contact the Online Store: e-mail address: support@surf.inc or by telephone with the Customer Service Office from Monday to Friday between 8:00 and 16:00 at: +48 576095399.

Sales Agreement or Agreement – an agreement for the sale of Goods concluded between the Seller and the Customer, the terms of which are set out in particular in these Terms and Conditions. The Sales Agreement is concluded using means of distance communication, following acceptance of the Order by the Seller under the rules set out in these Terms and Conditions.

Newsletter – an information bulletin concerning novelties and promotions in the Online Store, to which the Customer has subscribed by providing their e-mail address in the “Newsletter” field on the Store's website and selecting the “Subscribe” option.

§ 2 General provisions and rules for using the Store

1. Each Customer may access the Terms and Conditions at any time via the “Terms and Conditions” link placed on the Online Store's website.
2. Information about Goods placed in the Online Store, such as photographs, descriptions and prices, constitutes an invitation to conclude a sales agreement within the meaning of Article 71 of the Civil Code, in accordance with the Terms and Conditions.
3. The photographs and descriptions of the products offered serve to present the specific models of Goods indicated therein.
4. The minimum technical requirements necessary to cooperate with the ICT system used by the Seller, including for concluding a Sales Agreement and providing other electronic services, are:
 - (1) a computer, laptop or other multimedia device with Internet access; (2) access to e-mail and a valid e-mail address; (3) a standard web browser.
5. The following is not permitted:
 - a. using the Online Store to conduct activities that would infringe the interests of the Store's owner, in a manner contrary to the law, good practice or infringing the personal rights of third parties,
 - b. supplying unlawful content to the Store,
 - c. using the Store in a manner that disrupts its operation, or undertaking IT activities or any other activities aimed at obtaining information not intended for the Customer, including data of other Customers;
 - d. placing unsolicited commercial information within the Store, and
 - e. using content placed on the Store's website for purposes other than personal use.

§ 3 Rules for placing Orders and concluding the Sales Agreement

1. The Seller enables the conclusion of Sales Agreements for Goods via the Internet and provides other services provided for in these Terms and Conditions.
2. In order to register an Individual Account and to conclude a Sales Agreement via the Store's website, the Customer must have an active e-mail account.
3. Creating an Individual Account is not necessary to place an order in the Online Store.
4. The Customer may place orders in the Online Store via the Store's website 7 days a week, 24 hours a day.
5. To place an order, the Customer must select Goods in the Store, in particular their models, quantity and sizes. Each item of Goods must be added to the “Cart” using the “Add to Cart” option. The Customer may then continue selecting Goods. After completing the entire order, the Customer should proceed to the “Cart” and continue the ordering procedure. When placing the order, the Customer may log in to the Individual Account or place the order as a “guest” by completing their personal data and delivery address in the relevant fields. In

subsequent steps the Customer may choose the method of delivery of the Goods and the payment method and is informed of the total price for the selected Goods and their delivery, as well as of all additional costs the Customer is obliged to bear in connection with the order.

6. Next, the Customer places the order by selecting the "Place order with an obligation to pay" option.

7. A condition for placing an order is acceptance of the Terms and Conditions and the Privacy Policy by ticking the appropriate box in the order form.

8. Information provided by the Customer when placing the order should be true, current and accurate. The Seller reserves the right to refuse to process an order where the data provided is so inaccurate as to prevent the order from being processed, and in particular prevents the correct delivery of the ordered Goods. Before refusing to process an order, the Seller will attempt to contact the Customer in order to establish the necessary data.

9. Until confirmation of the selection of Goods by means of the "Place order with an obligation to pay" button, the Customer may make changes and modifications to the Goods in the order, as well as to the address and contact details for shipment or invoicing. Until payment is made, the Customer may discontinue placing the order by not continuing the subsequent steps. In such a case the Customer's order will not be processed.

10. The Customer's placing of an order constitutes the Customer's offer to the Seller to conclude an agreement for the sale of Goods within the meaning of the provisions of the Civil Code.

11. After the order is placed, the Seller sends a confirmation of order placement to the e-mail address provided by the Customer.

12. The Sales Agreement for Goods between the Seller and the Customer is concluded upon the Customer's receipt of the information on acceptance of the order referred to in section 11. This information contains confirmation of the terms of the Sales Agreement concluded on the basis of the Terms and Conditions.

§ 4 Creating an Individual Account

1. In order to create an Individual Account, the Customer must register their data in the Store's database free of charge. Registration takes place by completing the registration form available under the "Log in" tab together with selecting the "No account? Create one here" option. Completing the form requires providing the following data: first name, surname, e-mail address and setting an individual password for the Customer. The Customer may optionally provide their date of birth.

2. A condition for creating an Individual Account is acceptance of the Terms and Conditions and the Privacy Policy by ticking the appropriate box in the form.

3. After submitting the completed registration form, the Customer immediately receives, electronically to the e-mail address provided in the registration form, confirmation of registration of the Individual Account in the Store by the Seller. At that moment, an agreement for the electronic provision of the Individual Account service is concluded, and the Customer gains access to the Individual Account and the ability to modify the data provided at the time of registration.

§ 5 Delivery

1. Goods are delivered to the address indicated by the Customer in the order within the territory of the Republic of Poland and to other countries, provided that the possibility of delivery to a given country is made available in the Store at the ordering stage. The available delivery countries and delivery costs are presented in the order form.

2. Goods are delivered via the courier company INPOST through parcel lockers, as well as via the courier company DHL through a courier and DHL POP points and machines.

3. Delivery fees for Goods are stated within the order form.

4. On the day the Goods are dispatched to the Customer, the Seller sends information about the shipment to the Customer's e-mail address.

5. Where a delivery period is stated in business days, this term is understood to mean all days from Monday to Friday inclusive, with the exception of statutory public holidays.
6. The delivery period for the Goods to the Customer is up to 4 business days, unless the Seller indicates a shorter period during the placing of the Order. In the case of Goods with different delivery periods, the delivery period is the longest of the stated periods.
7. The delivery period referred to in section 6 above is calculated as follows:
 - a. Where the Customer chooses electronic payment or payment by card – from the day the Seller's bank account or settlement account is credited.
 - b. Where the Customer chooses deferred payment via PayPo – from the day the Seller is notified by the lender of the conclusion of a credit agreement with the Customer, but no later than from the day the Seller's bank account is credited with the funds from the credit granted to the Customer.
8. The Customer receives an invoice for the order at the e-mail address indicated in the order form.
9. The Seller offers free delivery where the Customer places an order over PLN 799. If the Customer returns the whole order or part of the Goods, which reduces the order value below PLN 799, the Seller is entitled to charge delivery costs and deduct them from the amount due to the Customer for the returned Goods.
10. Where the Customer does not collect the shipment containing the order, the Seller may charge the Customer with the costs of the return shipment to the Seller.
11. In the case of delivery of Goods outside the customs territory of the European Union, the Goods may be subject to charges of a public-law nature relating to import, assessed in accordance with the regulations in force in the country of destination. All charges relating to the import of the Goods, including customs duties, VAT, administrative fees and fees charged by the carrier or customs agency, are borne by the Customer, unless expressly stated otherwise in the offer or when placing the order. These charges are not included in the price of the Goods or in the delivery costs presented in the Store. The Customer may be required to pay them to the carrier or the competent customs authority as a condition for delivery or customs clearance of the shipment.

§ 6 Prices and Payments

1. Prices on the website are given in Polish zloty and are gross prices, including VAT.
2. The cost of shipment must be added to the price of the Goods; its amount depends on the chosen form of delivery and payment.
3. The purchase price of the Goods stated on the Store's website is final and binding from the moment the Customer receives the electronic message confirming acceptance of the order placed by the Customer for the purchase of the selected Goods, referred to in § 3 section 11. This price will not change, regardless of any changes to prices introduced on the Store's website or any promotional or clearance campaigns commenced.
4. The Customer pays the price for the ordered Goods together with delivery costs, at their choice:
 - a. by BLIK payment via an external system operated by Polski Standard Płatności sp. z o.o, with its registered office in Warsaw, address: ul. Czerniakowska 87A, 00-718 Warsaw, before delivery;
 - b. by fast transfer or payment card via electronic payment processed in the Przelewy24 payment system operated by Krajowy PayPro S.A. with its registered office in Poznań, address: ul. Pastelowa 8, 60-198 Poznań, before delivery;
 - c. via the Apple Pay mobile application for mobile devices with the iOS operating system, before delivery;
 - d. via the Google Play application for mobile devices with the Android operating system, before delivery;
 - e. via electronic payment processed in the PayPo payment system operated by PayPo sp. z o. o., with its registered office in Warsaw, address: ul. Domaniewska 39, 02-672 Warsaw, before delivery.

f. via electronic payment processed in the PayPo payment system operated by ING Bank Śląski S.A. with its registered office in Katowice (iMoje).

g. via electronic payment processed in the Paynow system, operated by mElements S.A., before delivery;

5. With regard to payments processed via the Paynow system, the entity providing online payment services is mElements S.A.

6. The Customer may pay for the Goods with a gift Voucher. The Voucher may be redeemed:

a) in the Online Store, by entering the Voucher code in the payment field when placing the order;

b) in the Seller's stationary store, by presenting the Voucher to the store staff at the till, provided that the Seller operates a stationary store in the country in which the Voucher was purchased.

The detailed rules for issuing and using Vouchers are set out in a separate Gift Voucher Regulations, available on the Store's website.

7. Where the Customer chooses a payment method specified in sections 4a. – 4d. and 4g. of this paragraph, the Seller will begin processing the order after receiving confirmation of payment from the payment system. Failure to receive payment into the Seller's account within 3 business days from the date of conclusion of the Sales Agreement, and subsequently within an additional period designated by the Seller, gives rise to the possibility for the Seller to withdraw from the Sales Agreement.

8. Where the Customer chooses the payment method specified in section 4e. of this paragraph, the Seller will begin processing the order after receiving confirmation from the PayPo system of the credit granted to the Customer. Failure to receive payment into the Seller's account within 3 business days from the date of conclusion of the Sales Agreement, and subsequently within an additional period designated by the Seller, gives rise to the possibility for the Seller to withdraw from the Sales Agreement.

9. The Seller reserves the right to change the prices of Goods available in the Store, introduce new Goods to the Store, carry out and cancel promotional campaigns on the store's pages, or make changes thereto in accordance with the Civil Code and other statutes, provided that such changes do not infringe the rights of persons who concluded Sales Agreements for Goods offered by the Store before such changes were made, or the rights of persons entitled to benefit from a given promotion, in accordance with its terms and during its duration.

§ 7 General terms of Warranty and complaints

1. A complaint may be submitted in writing by returning the goods together with a description of the defect and proof of purchase from the Store, by registered letter or another form of shipment, to the address: Ul. Goleniowska 59, 70-847 Szczecin, left part of the warehouse. Complaints may also be submitted by e-mail to: support@surf.inc, including a description of the defect being reported and photographs of the defective goods or a description of the reported problem, if the complaint concerns free electronic services provided by the Seller.

2. Goods sold in the Store are covered by the manufacturer's warranty. The warranty does not exclude, limit or suspend the Customer's rights arising from the provisions on the statutory warranty for defects of the item sold, referred to in the Civil Code. In order to exercise the rights arising from the warranty, the Customer should follow the procedure described in the terms and conditions.

3. It is recommended that a complaint include in particular: first name, surname, correspondence address, e-mail address to which the response to the complaint is to be sent if the Customer wishes to receive a response by e-mail, the date of purchase of the goods, an exact description of the goods and the date on which the defect was found, the Customer's request, the Customer's preferred method of being informed of how the complaint is handled, and information as to whether the Customer holds the status of an Entrepreneur treated as a Consumer. Together with the complaint, proof of purchase of the goods should be provided where possible. This may be, for example, a copy of a receipt, a copy of an invoice, a payment card printout or other proof.

4. The Customer will receive information about how the complaint is handled within 14 days from the day the request is submitted by the Customer.
5. The Customer will receive information about how the complaint is handled to the Customer's indicated e-mail address or in writing (by registered letter) to the address indicated by the Customer.
6. In any case, the Customer may use the model complaint form available on the website of the Office of Competition and Consumer Protection at: <https://prawakonsumenta.uokik.gov.pl/formularze/>.

§ 8 Complaint based on the statutory warranty for defects

1. The provisions of this paragraph apply to complaints regarding Goods purchased by a Consumer or an Entrepreneur treated as a Consumer up to 31 December 2022.
2. If the purchased Goods have a physical or legal defect, the Seller is liable to the Customer who is a Consumer or an Entrepreneur treated as a Consumer on the basis of Article 556 et seq. of the Civil Code (statutory warranty for defects).
3. If the sold Goods have a defect, the Customer who is a Consumer or an Entrepreneur treated as a Consumer may:
 - a. make a declaration on a price reduction or on withdrawal from the Sales Agreement, unless the Seller immediately and without undue inconvenience to the Consumer or the Entrepreneur treated as a Consumer replaces the defective Goods with defect-free Goods or removes the defect. This limitation does not apply if the Goods have already been replaced or repaired by the Seller, or the Seller has failed to fulfil the obligation to replace the Goods with defect-free ones or to remove the defect,
 - b. request the replacement of the Goods with defect-free ones or the removal of the defect. The Seller is obliged to replace the defective Goods with defect-free ones or to remove the defect within a reasonable time and without undue inconvenience to the Consumer or the Entrepreneur treated as a Consumer.
4. The Customer who is a Consumer or an Entrepreneur treated as a Consumer may, instead of the removal of the defect proposed by the Seller, request the replacement of the Goods with defect-free ones, or instead of replacement request the removal of the defect, unless bringing the item into conformity with the agreement in the manner chosen by the Customer is impossible or would require excessive costs compared with the manner proposed by the Seller. When assessing the excessiveness of costs, the value of the defect-free Goods, the type and significance of the identified defect are taken into account, as well as the inconvenience to which another manner of satisfaction would expose the Consumer or the Entrepreneur treated as a Consumer.
5. The Seller may refuse to satisfy the request of the Customer who is a Consumer or an Entrepreneur treated as a Consumer regarding the replacement of the Goods with defect-free ones or the removal of the defect, if bringing the defective Goods into conformity with the Sales Agreement in the manner chosen by the Customer is impossible or, compared with the second possible manner of bringing them into conformity, would require excessive costs. The costs of repair or replacement are borne by the Seller.
6. A Customer who exercises rights under the statutory warranty is obliged to deliver the defective item to the Seller's address. The cost of delivering the Goods is covered by the Seller.
7. The Seller is liable under the statutory warranty if a physical defect is found before the expiry of two years from the release of the Goods to the Customer who is a Consumer or an Entrepreneur treated as a Consumer. A claim for the removal of the defect or the replacement of the Goods with defect-free ones is time-barred after one year, but where the Customer is a Consumer or an Entrepreneur treated as a Consumer, this period may not end before the expiry of the period specified in the first sentence. Within this period, the Customer who is a Consumer or an Entrepreneur treated as a Consumer may withdraw from the Sales Agreement or make a declaration on a price reduction due to a defect of the Goods. If the Customer who is a Consumer or an Entrepreneur treated as a Consumer requested the replacement of the Goods with defect-free ones or the removal of the defect, the period for withdrawing from the Sales Agreement or making a declaration on a

price reduction begins upon the ineffective expiry of the period for replacing the Goods or removing the defect.

8. In the case of submitting a complaint based on the statutory warranty, the provisions of § 7 of these Terms and Conditions "General terms for submitting complaints" apply.

§ 9 Complaint based on the lack of conformity of the Goods with the Agreement

1. The provisions of this paragraph apply to complaints regarding Goods purchased by a Consumer or an Entrepreneur treated as a Consumer after 31 December 2022.

2. In the case of a Sales Agreement concluded between the Seller and a Consumer or an Entrepreneur treated as a Consumer, the Seller is liable for the lack of conformity of the Goods with the Sales Agreement under the rules set out in the Act of 30 May 2014 on Consumer Rights (consolidated text: Journal of Laws of 2020, item 287, as amended).

3. The Seller is not liable for the lack of conformity of the Goods with the Agreement if the Consumer or the Entrepreneur treated as a Consumer was, at the latest at the time of conclusion of the Agreement, expressly informed that a specific feature of the Goods deviates from the conformity requirements and expressly and separately accepted the absence of a specific feature of the Goods.

4. If the Goods are not in conformity with the agreement, the Consumer or the Entrepreneur treated as a Consumer may request their repair or replacement.

5. The Seller may carry out a replacement when the Consumer or the Entrepreneur treated as a Consumer requests repair, or the Seller may carry out a repair when the Consumer or the Entrepreneur treated as a Consumer requests replacement, if bringing the Goods into conformity with the Agreement in the manner chosen by the Consumer or the Entrepreneur treated as a Consumer is impossible or would require excessive costs for the Seller. If repair and replacement are impossible or would require excessive costs for the Seller, the Seller may refuse to bring the Goods into conformity with the Agreement.

6. When assessing the excessiveness of costs for the Seller, all circumstances of the case are taken into account, in particular the significance of the lack of conformity of the Goods with the Agreement, the value of Goods in conformity with the Agreement, and the excessive inconvenience to the Consumer or the Entrepreneur treated as a Consumer resulting from a change in the manner of bringing the Goods into conformity with the Agreement.

7. The Seller carries out the repair or replacement within a reasonable time from the moment the Seller was informed by the Consumer or the Entrepreneur treated as a Consumer of the lack of conformity with the agreement, and without undue inconvenience to the Consumer or the Entrepreneur treated as a Consumer, taking into account the specific nature of the goods and the purpose for which the Consumer or the Entrepreneur treated as a Consumer acquired them. The costs of repair or replacement, including in particular the costs of postage, transport, labour and materials, are borne by the Seller.

8. The Consumer or the Entrepreneur treated as a Consumer makes available to the Seller the Goods subject to repair or replacement. The Seller collects the Goods from the Consumer or the Entrepreneur treated as a Consumer at its own expense.

9. The Consumer or the Entrepreneur treated as a Consumer is not obliged to pay for the ordinary use of the Goods which were subsequently replaced.

10. If the Goods are not in conformity with the Agreement, the Consumer or the Entrepreneur treated as a Consumer may make a declaration on a price reduction or on withdrawal from the agreement, where:

- a. the Seller has refused to bring the Goods into conformity with the Agreement;
- b. the Seller has failed to bring the Goods into conformity with the Agreement;
- c. the lack of conformity of the Goods with the Agreement persists, even though the Seller has attempted to bring the Goods into conformity with the Agreement;

- d. the lack of conformity of the Goods with the Agreement is significant enough to justify a price reduction or withdrawal from the Agreement;
- e. it is clear from the Seller's declaration or from the circumstances that the Seller will not bring the Goods into conformity with the Agreement within a reasonable time or without undue inconvenience to the Consumer or the Entrepreneur treated as a Consumer.

11. The reduced price must remain in such proportion to the price resulting from the Agreement as the value of the Goods not in conformity with the Agreement remains to the value of the Goods in conformity with the Agreement.

12. The Seller returns to the Consumer or the Entrepreneur treated as a Consumer the amounts due as a result of exercising the right to a price reduction immediately, and no later than within 14 days from the day of receiving the Consumer's declaration on the price reduction.

13. The Consumer or the Entrepreneur treated as a Consumer may not withdraw from the Agreement if the lack of conformity of the Goods with the Agreement is insignificant. It is presumed that the lack of conformity of the Goods with the Agreement is significant.

14. If the lack of conformity with the Agreement concerns only some of the Goods delivered under the Agreement, the Consumer or the Entrepreneur treated as a Consumer may withdraw from the Agreement only in relation to those Goods, as well as in relation to other Goods acquired by the Consumer or the Entrepreneur treated as a Consumer together with the non-conforming Goods, if it cannot reasonably be expected that the Consumer or the Entrepreneur treated as a Consumer would agree to keep only the Goods in conformity with the Agreement.

15. In the event of withdrawal from the Agreement, the Consumer or the Entrepreneur treated as a Consumer immediately returns the Goods to the Seller at the Seller's expense. The Seller returns the price to the Consumer or the Entrepreneur treated as a Consumer immediately, and no later than within 14 days from the day of receiving the Goods or proof of their return.

16. The Seller refunds the price using the same method of payment used by the Consumer or the Entrepreneur treated as a Consumer, unless the Consumer or the Entrepreneur treated as a Consumer has expressly agreed to another method of refund which does not involve any costs for them.

17. The Seller is liable for the lack of conformity of the Goods with the agreement existing at the time of their delivery and revealed within two years from that moment, unless the shelf life of the Goods specified by the Seller, its legal predecessors or persons acting on their behalf is longer.

18. In the case of submitting a complaint based on the lack of conformity of the Goods with the Agreement, the provisions of § 7 of these Terms and Conditions "General terms for submitting complaints" apply.

§ 10 Right to withdraw from the Sales Agreement

1. A Customer who is a Consumer or an Entrepreneur treated as a Consumer and who has concluded a Sales Agreement may withdraw from it within 14 days without giving any reason, on the basis of the Act of 30 May 2014 on Consumer Rights (consolidated text: Journal of Laws of 2020, item 287, as amended).

2. The period for withdrawing from the Sales Agreement begins upon the Consumer or the Entrepreneur treated as a Consumer taking possession of the Goods. If the Consumer or the Entrepreneur treated as a Consumer designates a third party, other than the carrier, authorised to take possession of the Goods, the period for withdrawing from the Sales Agreement begins upon that person taking possession of the Goods.

3. The Consumer or the Entrepreneur treated as a Consumer may withdraw from the Sales Agreement by informing the Store of their decision to withdraw from the agreement by way of an unequivocal statement, for example sent in writing to the address: Surf Inc Sp. z o.o., ul. Ks. Stanisława Truszkowskiego 32a, 31-352 Kraków, or by e-mail to: support@surf.inc. In any case, the Customer may use the model withdrawal form available on the website of the Office of Competition and Consumer Protection at: <https://prawakonsumenta.uokik.gov.pl/formularze/>

4. To meet the deadline specified in section 1, it is sufficient to send the statement of withdrawal before its expiry.
5. In the event of withdrawal from the Sales Agreement, it is considered not to have been concluded.
6. If the Consumer or the Entrepreneur treated as a Consumer made a statement of withdrawal from the Sales Agreement before the Seller accepted their offer, the offer ceases to be binding.
7. The Seller is obliged, immediately and no later than within 14 days from the day of receiving the statement of withdrawal from the Sales Agreement made by the Consumer or the Entrepreneur treated as a Consumer, to refund to them the payments made, except for the cost of delivering the Goods. The Seller refunds the payment using the same method of payment used by the Consumer or the Entrepreneur treated as a Consumer, unless the Consumer or the Entrepreneur treated as a Consumer has expressly agreed to another method of refund which does not involve any additional costs for the Seller, subject to section 9 of this paragraph.
8. If the Seller has not offered to collect the Goods from the Consumer or the Entrepreneur treated as a Consumer, the Seller is entitled to withhold the refund of payments received from the consumer until it receives the Goods back or the Consumer or the Entrepreneur treated as a Consumer provides proof of their return, whichever occurs first.
9. If the Consumer or the Entrepreneur treated as a Consumer exercising the right of withdrawal chose a method of delivery of the Goods other than the cheapest ordinary method of delivery offered by the Seller, the Seller is not obliged to refund to the Consumer or the Entrepreneur treated as a Consumer the additional costs incurred by them.
10. The Consumer or the Entrepreneur treated as a Consumer is obliged to return the Goods to the Seller immediately, but no later than within 14 days from the day on which they withdrew from the Sales Agreement. To meet the deadline, it is sufficient to send the Goods back before its expiry. The returned Goods should be sent by the Customer to the address: Ul. Goleniowska 59, 70-847 Szczecin, left part of the warehouse. In the event of withdrawal from the Sales Agreement, the Customer who is a Consumer or an Entrepreneur treated as a Consumer bears the direct costs of returning the Goods. Consequently, the Seller is not obliged to accept a shipment sent cash on delivery or other shipments that involve the Seller having to make a monetary payment.
11. The Consumer or the Entrepreneur treated as a Consumer is liable for any diminution in the value of the Goods resulting from using them in a manner going beyond what is necessary to establish the nature, characteristics and functioning of the Goods.
12. The right of withdrawal does not apply to the Consumer or the Entrepreneur treated as a Consumer with respect to agreements:
 - 1) for the provision of services for which the consumer is obliged to pay a price, if the entrepreneur has fully performed the service with the express prior consent of the consumer, who was informed before the performance began that after the entrepreneur's performance they would lose the right of withdrawal, and acknowledged this;
 - 2) in which the subject of performance is non-prefabricated goods, manufactured to the consumer's specification or serving to satisfy their individualised needs;
 - 3) in which the subject of performance is goods delivered in a sealed package which, after opening, cannot be returned for reasons of health protection or hygiene, if the package was opened after delivery;
 - 4) in which the subject of performance is goods which, after delivery, due to their nature, become inseparably combined with other goods;
 - 5) for the supply of digital content not delivered on a tangible medium, for which the consumer is obliged to pay a price, if the entrepreneur began performance with the express prior consent of the consumer, who was informed before the performance began that after the entrepreneur's performance they would lose the right of withdrawal, and acknowledged this, and the entrepreneur provided the consumer with confirmation.

§ 11 Exchange of Goods

1. Notwithstanding the right of withdrawal from the Sales Agreement and the rights under the statutory warranty for defects and the lack of conformity of the Goods with the Agreement available to the Consumer or the Entrepreneur treated as a Consumer, the Seller enables the Customer to use a free service of exchanging purchased Goods solely for a different size of the same Goods (the same model, in the same colour and variant), hereinafter the "Exchange". The Exchange covers only a change of size, for example to a smaller or larger one, and does not cover the change of the Goods to a different model, colour, variant or any other Goods. The Exchange is a voluntary additional service and does not limit, exclude or suspend the Customer's rights arising from the provisions of law, in particular the right to withdraw from the Sales Agreement referred to in § 10 of the Terms and Conditions.
2. The Customer notifies the Seller of their wish to use the Exchange using the contact details, within 14 days from the day of taking possession of the Goods, indicating the size to which the Goods are to be exchanged.
3. The Exchange is possible only where the same Goods in the requested size are available in the Store at the time the request is examined. The price of the Goods in the new size is identical to the price of the Goods originally purchased. In the event that the requested size is not available, the Seller informs the Customer thereof, and the Customer may exercise the right to withdraw from the Sales Agreement under the rules set out in § 10.
4. A condition for carrying out the Exchange is the return of the current Goods in an unchanged, complete condition, without signs of use going beyond what is necessary to establish the nature, characteristics and functioning of the Goods, together with the tags. The Customer is liable for any diminution in the value of the Goods resulting from using them in a manner going beyond the above scope.
5. The costs of returning the exchanged Goods to the Seller are borne by the Customer, analogously as in the case of returning Goods upon withdrawal from the Sales Agreement. The Goods should be sent to the address: Ul. Goleniowska 59, 70-847 Szczecin, left part of the warehouse. The Seller is not obliged to accept shipments sent cash on delivery.
6. The Seller sends the Goods in the new size without charging the Customer any additional fees, including without the cost of re-delivery. The Seller dispatches the Goods in the new size immediately after receiving the returned Goods.
7. The Exchange of a given item of Goods is possible once only. A repeated change of size of the same item under the Exchange is not available. In such a case, the Customer may exercise the right to withdraw from the Sales Agreement under the general rules.
8. Taking possession of the Goods in the new size starts a new 14-day period for withdrawing from the Sales Agreement in relation to those Goods, in accordance with § 10 of the Terms and Conditions.

§ 12 Other services provided electronically

1. The Seller takes measures to ensure the fully correct functioning of the Store, to the extent resulting from the current technical knowledge, and undertakes to remove within a reasonable time any irregularities reported by Customers.
2. In addition to enabling the conclusion of Sales Agreements via the Store in accordance with these Terms and Conditions, the Seller also provides the following services free of charge by electronic means to Customers:
 - a. the Newsletter service,
 - b. the Individual Account service,
 - c. the Goods Availability Notification service.
3. In order to begin providing the Newsletter service, consent is required to receive the Newsletter from the Customer by providing their e-mail address in the appropriate field on the Store's website and confirming it

by clicking the activation link sent by the Seller to the e-mail address provided by the Customer (the moment of commencement of the Newsletter delivery service).

4. The Newsletter is provided free of charge for an indefinite period. The Customer may, at any time and without giving any reason, unsubscribe from the Newsletter (resign from the Newsletter), in particular by clicking the deactivation link contained in each Newsletter sent to the Customer in the form of an e-mail, or by sending an appropriate request to the Seller using the contact details, as well as by providing their e-mail address in the "Unsubscribe from the Newsletter" field on the Store's website.

5. The Individual Account service is available after registering data in the Store's system under the rules described in § 4 of the Terms and Conditions and consists in providing the Customer with an individual panel in the Seller's ICT system, allowing the Customer to use additional functionalities of the Store's website, such as modifying the Customer's data, maintaining the Customer's session after logging in to the Individual Account, and storing and providing the Customer with order history and order status tracking.

6. The Goods Availability Notification service is available after completing the appropriate field with an e-mail address.

7. The Customer is entitled at any time to request the cessation of the services indicated in section 1 provided by the Store. In such a case, the agreement for the provision of the Newsletter services or the Individual Account service, respectively, is terminated, and the Seller has 14 days to, respectively, delete the Individual Account or remove the Customer's data from the database of persons who consented to receive the Newsletter, subject to the rules for processing Customers' personal data set out in the "Privacy Policy" document, available on the Store's website under the "Privacy Policy" tab.

§ 13 Protection of personal data

1. The Customer's personal data is processed by Surf Inc Sp. z o.o, with its registered office in Kraków, address: ul. Ks. Stanisława Truskowskiego 32a, 31-352 Kraków, entered in the Register of Entrepreneurs of the National Court Register kept by the District Court for Kraków-Śródmieście in Kraków, XI Commercial Division of the National Court Register, under KRS number: 0000728287, NIP: 9592006709, REGON: 38001723300000, as the controller of personal data.

2. The Seller applies appropriate technical and organisational measures to ensure the protection of personal data.

3. The rules and purposes of processing Customers' personal data are set out in the "Privacy Policy" document, available on the Store's website under the "Privacy Policy" tab.

§ 14 Final provisions

1. The Terms and Conditions apply from 1 January 2023.

2. Agreements concluded by the Seller are concluded in the Polish language.

3. The Seller is liable for non-performance or improper performance of the agreement. In the case of agreements concluded with Customers who are Entrepreneurs, the Seller is liable only in the case of intentional infliction of damage, within the limits of the losses actually incurred by the Customer who is an Entrepreneur. The preceding sentence does not apply to an Entrepreneur treated as a Consumer.

4. The parties will seek to resolve amicably any disputes arising in connection with the agreement concluded on the basis of these Terms and Conditions.

5. The use of out-of-court methods of handling complaints and pursuing claims is voluntary. Detailed information on the possibility for the Customer to use such methods of handling complaints and pursuing claims, as well as the rules of access to these procedures, is available on the website of the Office of Competition and Consumer Protection (www.uokik.gov.pl). Information on this subject may also be available at the offices and on the websites of the Provincial Inspectorates of the Trade Inspection, district (municipal) consumer ombudsmen, and social organisations whose statutory tasks include consumer protection. A

Customer who is a Consumer or an Entrepreneur treated as a Consumer may use the following out-of-court methods of pursuing claims and handling complaints:

- a. the possibility of applying for proceedings on the out-of-court resolution of consumer disputes on the basis of the Act of 23 September 2016 on the out-of-court resolution of consumer disputes (Journal of Laws of 2016, item 1823), i.e. for example to the Provincial Inspector of the Trade Inspection in Katowice;
- b. applying for a case to be heard by the Permanent Consumer Arbitration Court operating at the relevant Provincial Inspectorate of the Trade Inspection; and c. approaching the Municipal Consumer Ombudsman for assistance in protecting consumer interests and rights.
- d. the ODR online platform, available at: <http://ec.europa.eu/consumers/odr/>, may also serve to resolve the dispute.

6. Failure to accept the Terms and Conditions makes it impossible to purchase the Goods offered by the Store. The Store will enable the Customer to familiarise themselves with the Terms and Conditions when placing an order. All orders accepted by the Seller for processing before the date of entry into force of new Terms and Conditions are processed on the basis of the Terms and Conditions in force on the day the order was placed by the Customer. Customers holding an Individual Account will be informed of a change to the Terms and Conditions by e-mail correspondence. A Customer who does not accept the changes introduced in the Terms and Conditions has the right to withdraw from the agreement for the electronic provision of services.

7. The law applicable to the resolution of any disputes arising in connection with these Terms and Conditions is Polish law. In matters not regulated in these Terms and Conditions, the generally applicable provisions of Polish law apply, in particular the Civil Code and other relevant provisions of generally applicable law.